HH# _____
Resv# _____

CITY OF ARCATA – RECREATION DIVISION
736 F Street, Arcata, CA 95521 Phone: (707) 822-7091 Fax: (707) 825-2118
www.cityofarcata.org/rec

FACILITY USE PERMIT – must be submitted four (4) weeks prior to requested date

☐ **D St. Neighborhood Center** ☐ **Redwood Lodge** ☐ **and Picnic Area** ☐ **Redwood Lounge** ☐ **AMIC**

Facility Use Date: _____

Set-Up Time: from _____ to _____ **Event Time:** from _____ to _____ **Clean-up Time:** from _____ to _____

Individual/Organization Name: _____ Non-Profit ID. #: _____

Address: _____ City _____ Zip _____

Phone Number(s): Work: _____ Home: _____ Email: _____

Estimated Number of People Attending: _____ Age Group: _____

EVENT INFORMATION

Type of Event: _____

Is the Event Open to the Public? Yes_____ No_____ **If Yes, please review the Public Events Safety Checklist**

Amplified Sound? Yes_____ No_____ Food Served? Yes_____ No_____ Food Sold? Yes___ No___
If the event is open to the public and includes live or amplified sound a concert/dance permit must be obtained from the Fire/Police Department.

Alcoholic Beverages Served? Yes____ No ____ Type? _____ Alcoholic Beverages Sold? Yes___ No___
(If alcoholic beverages are **sold**, event holder must submit Alcohol Control Board Permit and Liquor Liability Insurance)

Admission Charged? Yes_____ No_____ Contributions Solicited? Yes_____ No_____
(For profit activities shall be allowed only in those facilities where the City Council has adopted a fully burdened cost recovery structure.)

I/We agree to meet the conditions and policies for event as described in this application and agree to pay the total amount due prior to the event.

Signature of Applicant/Representative _____ Date _____

PLEASE CANCEL OUR RESERVATION:

Signature of Applicant/Representative _____ Date_____

DEPOSIT DUE $_____ DEPOSIT PAID DATE _____ RECEIPT # _____ INSURANCE SUBMITTED: _____

DISCOUNT(S) $_____ DANCE PERMIT REQUIRED: YES____ NO_____ RECEIVED_____

RENTAL FEES DUE: HOURLY: $_____ UP TO 3 HRS: $_____ UP TO 5 HRS: $_____ OVER 5 HRS: $_____

TOTAL FEES PAID: $_____ FEES PAID DATE: _____ RECEIPT #: _____

KEY #_____ KEY RETURN DATE _____ RETURN DEPOSIT TO: _____

City of Arcata

Rules and Regulations

Governing the use of D St. Neighborhood Center, Redwood Lodge, Redwood Lounge, & Marsh Interpretive Center

GENERAL RENTAL REGULATIONS

1. Users must file a City Facility Use Permit a minimum of four (4) weeks prior to requested use.

2. All activities must be carried out in compliance with the City Facility use Permit and these regulations. Activities not carried out pursuant to the permit are punishable by a fine as set forth in the Arcata Municipal code, section 1200 and may result in forfeiture of the scheduled event and possible forfeiture of future City facility usage.

3. Non-Profit sponsoring organizations applying for permits must have proof of Non-Profit, 501(c) status and a federal tax identification number. For profit activities shall be allowed only in those City parks or facilities where the City Council has adopted a fully burdened cost recovery fee structure for that park or facility.

4. All applicants must pay a deposit at the time of application to reserve requested facilities. All remaining event requirements and estimated fees are due and payable 30 days prior to the scheduled event. Permittees are responsible for all fees and expenses actually incurred by the City for the event, including additional cleanup or repairs required to restore all facilities used by the permittee to their original condition, except that no permittee shall be required to provide or pay for the cost of public safety personnel to provide for the protection of the event or activity and its attendees from hostile members of the public or counter-demonstrations, or for general law enforcement in the vicinity of the event. City departments shall submit final invoices and billings for department charges to the permittee no later than 20 working days after the expiration date of the permit. If the estimated fees and deposit paid by the permittee are less than the final charges, the permittee shall pay the difference to the City within ten (10) working days of being invoiced for such charges from the City. If the estimated fees and deposit are in excess of those actually incurred, any amount remaining will be refunded to the permittee. Assuming compliance by the applicant with all post-event activities, the City shall endeavor to return unused deposit and estimated fee amounts within 30 working days after the event; unusual circumstances may require a longer time period to process the return of unused fees and deposits.

5. The Picnic Area, next to the Redwood Lodge, can be reserved with the rental of the Redwood Lodge upon request, with no extra fee.

6. If renter requires a City employee to return to work to provide a service, renter will be charged a call-back fee of four (4) hours at a time and one-half the employee's rate of pay. Contact the Police Department for assistance, 822-2426.

7. Prior to event, all users proposing to sell alcoholic beverages must submit proof of compliance with the regulation of the Alcohol and Beverage Control Board. They can be reached at (707) 445-7229.

8. Prior to the event, all users proposing to sell food items must submit proof of compliance with the regulations of the County of Humboldt Department of Public Health. They can be reached at (707) 445-6200.

9. Users are responsible to monitor and maintain the posted facility occupant load. Exceeding the posted occupant load will result in cancellation of the event.

10. The City reserves the right of full access to all activities at anytime to insure all rules and laws are being observed. The City reserves the right to suspend any individual or group from using the facility if their behavior is determined to be abusive, destructive or in violation of any City rule without refund. The City reserves the right to cancel any scheduled event with a full refund.

11. For some events, users may be required by the City to provide outside security services at users expense.

12. Adult chaperones (1 per 20 youth, age seventeen and younger) are required for all youth activities and must remain present at all times. Names and phone numbers of chaperones must be submitted one week prior to the event.

13. Cancellation of Reservations: Reservations may be cancelled up to seven (7) days prior to use with a full refund. Such requests must be submitted in writing or the event cancellation notice must be signed and returned to the City's Recreation office for the event to be recognized as officially cancelled. If a user wishes to cancel an event less than six (6) days prior to use, any refund will be less a Cancellation Fee. (Cancellation Fee = Deposit Paid or loss of rental fees whichever is less.)

14. Smoking is not permitted in any building or within 20 feet of the building's exterior wall.

REGULATIONS PERTAINING TO INSURANCE, INDEMNIFICATION

1. Each permit shall expressly provide that the permittee agrees to defend, protect, indemnify and hold the City, its officers, officials,

employees, agents and volunteers free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents, employees or volunteers in connection with the permitted event or activity; and the permit shall expressly provide that the permittee shall, at the permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, officials, employees, agents and/or volunteers, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, officials, employees, agents or volunteers as a result of the alleged acts or omissions of permittee or permittee's officers, agents, employees or volunteers in connection with the uses, events or activities under the permit.

2. Except as otherwise prohibited by law or in the event an exemption is obtained from the City Manager as set out below, the permittee shall, as a condition precedent to the effectiveness of the permit, procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company meeting the requirements of the City's insurance pool and authorized to do business in the state as follows:

   A. A Certificate of Insurance of $2,000,000 liability coverage. (**General Aggregate** & **Each Occurrence**)
   B. An Endorsement naming the "**City of Arcata, its officers, officials, employees, agents and volunteers**" as additional insured.
   C. The endorsement must also provide a statement that the insurance will be **primary** and that the insurance will not be cancelled without prior written notice given to the City of Arcata.
   D. Each certificate shall contain a 30-day cancellation notice to the City of Arcata.
   E. Users proposing to sell or serve alcohol beverages at events open to the public must also submit a Certificate of Public Liability and Host Liquor Liability in the amount of $2,000,000 naming the City as additional insured with a 30-day cancellation notice.
   F. Users unable to secure the coverage specified above may be able to do so through a third party, city administered insurance company.
   G. If the applicant or sponsoring organization does not have an insurance carrier or if the insurance carrier cannot meet the City's insurance requirements, HUB International and/or Gales Creek offer "Special Event Insurance" to event holders which is designed specifically for municipalities.
   H. Proof of insurance shall be submitted to the City prior to issuance of the permit.

3. If the City Manager reasonably determines that a particular use, event or activity does not present a substantial or significant public liability or property damage exposure for the City or its officers, council members, employees, agents and volunteers, the City Manager may give a written exemption of the insurance requirements for a permit.

4. The insurance requirements for permits shall not be construed to apply to activities or events involving expressive activity which enjoy protection under the United States or California Constitutions unless there is a specific demonstrable history of personal injury or property damage claims being awarded against the applicant or the sponsoring organization attributable to the applicant's conduct of previous events in the City that are similar in nature to the proposed event. Applicants for permits to conduct activities or events involving expressive activity which enjoy protection under the United States or California Constitutions shall be required to either: (1) agree to indemnify, protect, defend and hold harmless the City, its officers, employees, agents and volunteers against all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of or resulting from, the alleged acts or omissions of permittee, its officers, agents, employees or volunteers in connection with the permitted activity or event; or (2) agree to redesign or reschedule the permitted event to respond to specific risks, hazards and dangers to the public health and safety identified by the City Manager as being reasonably foreseeable consequences of the permitted activity or event; or (3) provide insurance coverage as set forth herein.

5. Any claim for an exemption or alternate treatment of the insurance requirement shall be made in writing at the same time as an application for a permit.

REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGES

1. Alcoholic beverages can be served and consumed at the D St. Neighborhood Center, Redwood Lodge, Redwood Lounge, or Marsh Interpretive Center in connection with special events if requirements are completed as outlined under General Rules and Regulations.

2. Food must be available during the time alcoholic beverages are served. If the event is open to the public, admission price must include one free food serving.

3. The user is responsible to maintain sufficient control of the event, including participants, the facility, and the surrounding area. Where the City determines there is insufficient control, an event may be cancelled.

REGULATIONS PERTAINING TO FACILITY SET-UP AND CLEAN-UP

1. The user is responsible to set up, take down, return all equipment to storage locations, and restore the facility to appropriate condition.

2. All beverage storage containers, such as ice tubs, beer kegs, etc., are restricted to the kitchen only, unless prior approval has been arranged.

3. Entrance mats must be kept inside the building.

4. All decorations must be flameproof and removed at the end of the event. Only decorations that can be fastened and supported by removable tape are allowed. Nails, hooks, tacks, staples or screws may not be used.

5. City furniture, equipment, utensils, etc., must be used for its intended purpose (i.e. chairs or tables are not to be stood on).

6. Following each event, the user shall sweep floors, use the wet mop and that generally, the facilities (both inside and out) are left in a neat and clean condition. Garbage must be placed in plastic bags, which are located inside the janitor's closet and placed in the kitchen.

7. If a City custodian is required to clean any facility to return it to its original state, the renter will be charged the custodian's fully burdened hourly rate for hours worked.

8. If kitchen facilities are used, sinks and stove must be left clean. Dishes, utensils, pots, pans and cooking equipment must be thoroughly washed, dried and returned to the proper storage location.

REGULATIONS PERTAINING TO DANCES, PARTIES AND AMPLIFIED SOUND

1. All public dances, as defined in Arcata Municipal Code Section 4050, require a permit issued by the Arcata Police Department. Renter must provide a copy of the Dance Permit to the Recreation Division office five (5) working days prior to the event.

2. Sponsors of activities for persons under eighteen years of age must enforce the "NO RE-ENTRY RULE", meaning no person will be allowed to leave the premises then re-enter.

3. Lighting for all dances must be sufficient to ensure the safety of all participants.

4. Should a participant be expelled from an event, user must ensure participant is removed from the premises, including the area surrounding the facility.

5. Amplified sound shall be allowed in the D Street Neighborhood Center as follows:
Mondays – Thursdays: **Prohibited unless otherwise approved by the City;** ***Fridays and Saturdays*****: Until 10 pm;**
Sundays**: Until 9 pm. Bands must be notified that their last song is to end 20 minutes before the time limit.**
Music played past the stated ending times will subject your deposit to partial or complete forfeiture.

6. All doors and windows must be kept closed during those periods where amplified sound is played.

7. Noise levels from the amplification system must comply with the noise regulations of the City of Arcata.

8. Clean-up of the surrounding facility is required by 9:00am the morning after the event.

AGREEMENT: The undersigned agrees to defend, protect, indemnify and hold the City, its officers, officials, employees, agents and volunteers free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, officials, agents, employees or volunteers in connection with the permitted event or activity; and permittee shall, at the permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, officials, employees, agents and/or volunteers, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, officials, employees, agents or volunteers as a result of the alleged acts or omissions of permittee or permittee's officers, agents, employees or volunteers in connection with the uses, events or activities under the permit. A permit is not valid unless the permit holder has signed the following statement of indemnification:

Signature of Applicant/Representative_____ Date_____